| 1 | LAW OFFICE OF JAMES J. REAM | |
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| 2 | JAMES J. REAM, ESQ. Nevada Bar No.: 3573 | |
| 3 | 333 N. Rancho Drive, Suite 530 | |
| | Las Vegas, NV 89106 | |
| 4 | E-mail: Jim@reamlaw.net Telephone: (702) 631-0031 | |
| 5 | Facsimile: (702) 631-5480 | |
| 6 | Attorney for Plaintiff | |
| 7 | UNITED STATES DISTRICT COURT DISTRICT OF NEVADA | |
| 8 | | |
| 9 | IVO HURVITZ, individually, | * CASE NO.: 2:22-cv-00738-JAD-VCF |
| 10 | Plaintiff, | |
| 11 | vs. | STIPULATION AND ORDER TO STAY |
| 12 | HARTFORD INSURANCE COMPANY OF | CASE |
| 13 | THE MIDWEST, DOES I through X inclusive, | |
| | and ROE CORPORATIONS I thought X, inclusive, | ECF No. 7 |
| 14 | Defendants. | |
| 15 | | |
| 16 | This Stipulation to Stay Case is entered | into by Plaintiff, Ivo Hurvitz (Plaintiff), and |
| 17 | Defendant, Hartford Insurance Company of the Midwest (Hartford), (collectively, the Parties), | |
| 18 | by and through their counsel of record. | |
| 19 | This case arises out of a personal automobile policy. The policy includes underinsured | |
| 20 | | |
| 21 | motorist (UIM) coverage. Plaintiff alleges various injuries following a motor vehicle accident, | |
| 22 | including, a traumatic brain injury, loss of income and damages for future anticipated care which | |
| 23 | Plaintiff has articulated in a life-care plan. Plaintiff also claims ongoing cognitive impairment due | |
| 24 | to the collision. | |
| 25 | to the comston. | |
| 26 | The Hartford, under a policy of underinsured motorist coverage, paid an uncontested sum | |
| 27 | of \$60,000.00. Additionally, The Hartford has paid approximately \$30,000.00 under a medical | |
| 28 | payments policy Plaintiff owned at the time of the collision. Plaintiff asserts that The Hartford | |

| 1 | has handled his claim improperly. The Hartford denies Plaintiff's allegations, or otherwise assert | | |
|----|--|--|--|
| 2 | it was provided insufficient information to complete its evaluation of the claim. | | |
| 3 | | | |
| 4 | Parties have been discussing alternative dispute resolution (specifically, arbitration) and | | |
| 5 | agree to stay the case for 90 days. | | |
| 6 | At the conclusion of 90 days, the parties will submit their proposed joint discovery plan | | |
| 7 | Wherefore, | | |
| 8 | | | |
| 9 | IT IS HEREBY STIPULATED that this matter shall be stayed for 90 days to allow Partie | | |
| 10 | to discuss alternative dispute resolution. | | |
| 11 | IT IS FURTHER STIPULATED that the Parties will be required to submit their proposed | | |
| 12 | joint discovery plan at the conclusion of 90 days from the order on this stipulation. | | |
| 13 | IT IC CO CTIDI II ATED | | |
| 14 | IT IS SO STIPULATED. | | |
| 15 | DATED this 13 th day of October, 2022. | DATED this 13 th day of October, 2022. | |
| 16 | LAW OFFICE OF JAMES J. REAM | WRIGHT, FINLAY & ZAK, LLP | |
| 17 | / I I D | /s/Darren Brenner(with permission) | |
| 18 | /sJames J. Ream James J. Ream, Esq. | Darren Brenner, Esq. | |
| 10 | Nevada Bar No. 3573 | Nevada Bar No. 8386 | |
| 19 | 333 N. Rancho Drive, Suite 530 | Lindsay D. Dragon, Esq. Nevada Bar No. 13474 | |
| 20 | Las Vegas, NV 89106 | 7785 W. Sahara Ave., Suite 200 | |
| 21 | Attorney for Plaintiff, Ivo Hurvitz | Las Vegas, NV 89117 | |
| 22 | | Attorneys for Defendant, Hartford Insurance Company of the Midwest | |
| 23 | | Insurance Company of the Miawest | |
| 24 | Based on the parties' stipulation [7] and good cause appearing, IT IS SO ORDERED. This | | |
| 25 | Case is STAYED for all purposes until January 12, 2023. | | |
| 26 | UNITED STATES DISTRICT JUDGE | | |
| 27 | October 14, 2022 | | |
| | | | |
| 28 | | | |